

3-0213

1973

LIBRARY
Institute of Management and
Labor Relations

AGREEMENT

MAR 17 1975

Between

RUTGERS UNIVERSITY

TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF JERSEY CITY

and

LOCAL 1959, COUNCIL # 61, AMERICAN FEDERATION OF STATE COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This Agreement is entered into by the Trustees of the Free Public Library of the City of Jersey City, hereinafter referred to as the Employer, and Local 1959, Council # 61, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Employee, by reason of the fact that said parties have as their purpose the promotion of harmonious relations between the Employer and the Employee; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, for all Employees as described in Article I of this Agreement.

RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining and negotiating underlying the establishment of salaries, wages, hours and other conditions of employment for all its Employees within the bargaining units and classifications therein as recorded by the New Jersey Public Employment Relations Commission and for all such additional bargaining units and classifications for which the parties may subsequently mutually agree, and for which the Employee is certified as the exclusive bargaining representative by the New Jersey Public Employment Relations Commission.

1.2 The following positions and titles are excluded from the bargaining unit: Library Director, Assistant Library Director, Supervising Librarian, Library Administrative Secretary and Maintenance Superintendent.

MANAGEMENT RIGHTS

2.1 The Board of Trustees retains the managerial rights and power to direct the working force, except those rights which are explicitly qualified by the provisions of the agreement and those policies which presently are in effect as regular Employer-Employee practice. These rights include but are not limited to the appointment of all employees and the assignment of work to such employees; disciplinary action for just cause, including reprimand, suspension, discharge; appointment, transfer, promotion and demotion of employees; establishment of personnel rules and regulations; adoption of position classification plans and salary

ranges; scheduling and supervision of all employees. Nothing in this contract, except as herein modified shall interfere with the powers granted to the Board of Trustees under the Laws of New Jersey, 1949, Chapter 98 as amended (N.J.S.A. 40:54-12).

2.2 Nothing herein shall alter or deprive any employee's rights guaranteed to him by Federal, State or Local law and all rights enumerated herein.

CHECK OFF

3.1 The Employer agrees to deduct the monthly Union membership dues from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer by the fifteenth (15th) of the current month, after such deductions are made.

3.2 Any designation to terminate authorization for check-off must be received in writing by the Employer at least five (5) days prior to January 1st or July 1st, and filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

HOURS OF WORK

4.1 The regular hours of work each day shall be consecutive except for interruption for meal periods. This shall not apply to maintenance personnel whose assignments require an interrupted schedule.

4.2 The regular work week shall be thirty (30) hours per week for White-Collar workers, excluding meal periods.

4.3 The regular work week shall be thirty-five (35) hours per week for Blue-Collar workers, excluding meal periods.

4.4 The work week shall not be changed unless such change is negotiated with the Union.

OVERTIME

5.1 Conditions: Overtime work shall be distributed equally to Employees working within the same job classifications in the same branch of service. On such occasion, the opportunity to work overtime shall be offered to the Employee within the job classification who has the least number of overtime hours to his

credit at that specific time. Overtime offered and refused by an Employee shall be treated as time worked without pay and this section shall apply only to scheduled overtime but not to any emergency situation.

5.2 A record of overtime hours worked by such Employee shall be accessible to Union representatives at reasonable times.

5.3 Scheduled overtime work shall be voluntary. There shall be no discrimination against any Employee who declines to work overtime.

5.4 Rate of Overtime: Time and one-half of the Employees regular hourly rate of pay shall be paid for work performed in excess of the hours discussed in Paragraphs 4.2 and 4.3 above.

5.5 Double time shall be paid for hours worked consecutively in excess of twelve (12) hours.

5.6 Continuous Operations employees shall not be affected by the above rates of overtime.

5.7 It is agreed that any employee working overtime so as to afford the Main Library with around the clock protection seven (7) days per week, twenty-four (24) hours per day and because there is not sufficient staff to afford this protection at present then in that event the pay per shift shall be \$40.00 and such assignments shall be limited to Blue-Collar workers who are regularly assigned to the Main Library.

MEAL PERIODS

6.1 All full time employees shall be granted a meal period of one (1) hour during each working shift. Whenever possible, the meal period shall be scheduled in the middle of each shift.

6.2 In the event there is not sufficient staffing to allow a one (1) hour meal period then in that event the affected employee shall be compensated at the rate of time and one-half for the hour meal period.

PREMIUM PAY OPERATIONS

7.1 Employees working after 6:00 p.m. and on Saturday shall receive a ten percent (10%) premium over their base pay for hours worked.

7.2 Such premium pay shall be in addition to and shall not be a waiver of overtime pay as discussed in Article 4 above.

7.3 Continuous operations employees shall not be affected by the above premium pay.

HOLIDAYS

8.1 The following shall be recognized as paid Holidays:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Holy Saturday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran Day
Thanksgiving Day	Friday After Thanksgiving
Christmas Eve	Christmas Day
Primary Election Day	General Election Day
New Year's Eve (½ Day)	

8.2 Additionally, each employee shall receive an extra day which shall be known as a Christmas Shopping Day.

8.3 Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

8.4 Whenever any of the Holidays listed above falls on Saturday or Sunday or on any day that an employee is off, the employee shall receive a day off in exchange.

8.5 It is understood that employees who are called to work on the Friday after Thanksgiving shall receive a day off in exchange.

LEAVES OF ABSENCE

9.1 Sick Leave: Permanent employees shall be entitled to the following Sick Leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first calendar year	One (1) working day for each full month.
Each calendar year thereafter	Fifteen (15) working days.

Sick days not taken by employees in any one year shall accumulate from year to year.

9.2 All provisional employees shall be entitled to the following Sick Leave:

Up to the end of the first calendar year

One (1) working day for each full month (not to exceed ten (10) working days)

Each calendar year thereafter

Ten (10) working days.

9.3 Sick leave shall be pro-rated for those employees who resign before the end of the calendar year and for those employees who have been granted leaves of absence without pay. Those employees who retire at any time during the calendar year shall be entitled to full sick leave allowance for that year.

9.4 Funeral Leave: A death in an employee's immediate family shall not be charged against his sick leave. Time off shall be given from the day of death for a period not to exceed five (5) days. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents, grandchildren, mother-in-law, and father-in-law.

9.5 Military Leave: Any employee called or drafted into the Armed Forces of the United States during national emergency shall be given all the protection of applicable laws and leaves of absence shall be granted.

When any military compensation of any employee (covered by this Agreement) is less than his salary, the additional amount is to be provided by the Employer.

9.6 Academic or Special Course Work Leave: Any staff member desiring to take an extension course, attend an extended seminar or workshop in any field related to his work that will benefit both his work and the Library should be permitted to do so at the discretion of the Library Director, under the policy set forth by the Board. Time off with pay shall be allowed and full expenses paid for the related fees. In no event shall the Library Director arbitrarily deny a leave for this purpose.

9.7 Personal Leave: All employees in the negotiating unit, as herein defined, shall be entitled to two (2) personal leave days after one (1) year of service. Such leave shall not be charged against sick leave or vacation leave. Such leave cannot accumulate from year to year, but if not used shall be transferred to the sick leave bank. Such leave shall not be used for the purpose of extending holidays or vacations.

9.8 Union Convention: A maximum of two (2) employees to be selected by the Union, shall be entitled to time off for attendance at Union Conventions. The amount of time off for both employees shall not exceed a total of six (6) days.

9.9 Unpaid Leaves: The Board of Trustees may grant an employee a leave of absence without pay for a maximum period of six (6) months for personal or maternity reasons. This may be extended for an additional period subject to Civil Service rules.

Said leave of absence shall only be granted to permanent employees who have been employed for a period of

ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld. The Board of Trustees reserves the right to limit the number of unpaid leaves granted to any employee.

The employer and the union agree that no leave of absence without pay shall be granted to any employee for a period of less than one (1) month.

9.10 Each employee shall be advised of the number of sick days in his sick leave bank on or about January 15th of each year.

VACATIONS

10.1 All permanent, non-professional employees shall be entitled to the following vacation schedule:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to end of first calendar year	One (1) working day for each month
1 to 5 years	17 working days each year
5 to 10 years	20 working days for each year
10 to 15 years	25 working days for each year
15 years and over	30 working days for each year

10.2 All provisional and permanent professional employees shall be entitled to the following vacation schedules:

Up to end of first calendar year	1½ working days for each full month
1 to 10 years	20 working days for each year
10 to 15 years	25 working days for each year
15 years and over	30 working days for each year

10.3 All provisional, non-professional employees shall be entitled to the following vacation schedules:

Up to end of first calendar year	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

10.4 Vacation time not granted to employees shall accumulate for the next succeeding year only.

10.5 All permanent employees who are laid off or retire must use all accumulated vacation prior to effective date of lay off or retirement.

10.6 Vacations are prorated for employees who resign or are laid off, or who have had leave of absence without pay during the calendar year.

10.7 Vacations may be granted to employees at any period of the year, providing it does not cause inconvenience to the public or fellow-employees. Fifty percent (50%) of an employee's vacation must be taken at one time.

10.8 In the event an employee becomes ill during his vacation upon presentation of a doctor's certificate to the Library Director either during or immediately after his vacation the employee shall have deducted from his sick leave bank the number of days he was ill and shall have restored to his vacation bank an equal number of days from either that year or for the next year.

DISCIPLINE AND DISCHARGE

11.1 Disciplinary action or measures shall include only the following:

- Written or Oral Reprimand
- Suspension (Notice to be given in writing)
- Discharge

11.2 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

11.3 If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees.

11.4 Discharge: The employer shall not discharge a permanent employee without just cause. Except where violence and/or the health and safety of other employees may be involved, the employer shall give the Union five (5) working days notice of the intention to discharge an employee. During such five (5) days the two sides shall meet and try to resolve the case. If discharge takes place, the Union and the individual will be given a written reason for discharge and the grievance procedure may be invoked.

11.5 The Union shall have the right to take up a suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- (a) It shall be discussed with the employee involved and the Union representative with the immediate supervisor designated by the employer. The answer shall be made within three (3) days by such immediate supervisor to the Union.
- (b) If the grievance is not settled through Step A, the same shall be reduced to writing by the Union and submitted to the division head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of its submission.
- (c) If the grievance is not settled by Steps A and B, the Union shall have the right to submit such grievance to the director of the department. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) days after submission.
- (d) If the grievance is not settled through Steps A, B and C, then the aggrieved shall have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act.
- (e) If the grievance is not settled by Steps A, B and C, and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Union shall have the right to submit such grievance to an arbitrator appointed by A.A.A. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne equally by the Union and the Employer.
- (f) The Union president, or his authorized representative may report an impending grievance to the departmental director in an effort to forestall its occurrence.

12.2 Nothing herein shall prevent any employee from processing his own grievance, providing the Grievance Committee may be present as observer at any hearing on the individual's grievance.

12.3 The President of the Union, or his designee, except in emergency, shall be allowed to devote up to one and one-half days of any work week to the settlement of grievances.

SENIORITY

13.1 Seniority is defined as an employee's total length of service with the employer, beginning with his permanency.

13.2 In the event the seniority is equal between permanent employees then in that event the date of hire shall be considered the date his permanency begins.

13.3 If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, Seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

13.4 In all cases of promotions, demotions, layoffs, recall, shift assignment, building assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, providing employee has the ability to perform the work involved after a reasonable training period. A reasonable training period shall be determined by the Library Director, subject to the Grievance Procedure.

PENSIONS

14.1 It is agreed that a joint committee shall be established with an equal number of representatives from the Union and from the Employer to discuss and determine the pension system as presently structured, and it will be part of this committee's duties to establish the pension status of each and every employee presently employed by the employer.

UNION REPRESENTATION

15.1 The Employer shall recognize and deal with those Union representatives and grievance committee members designated by the Union through its internal processes in each department and division of employment. The said grievance committee shall not exceed five (5) members.

SAFETY AND HEALTH

16.1 The Employer agrees to maintain safe and healthful working conditions, subject to the availability of funds.

16.2 The Employer agrees to maintain interior working areas at a temperature within the range 65°F. to 85°F., except for Maintenance areas and main library stacks. If the temperature exceeds these limits, the Library Director may reassign the employee to a location with a suitable temperature. If in the opinion of the Library Director, this is not feasible the employee may be relieved of duty for that day and shall receive full pay for that day.

EQUAL TREATMENT

17.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

BULLETIN BOARDS

18.1 Bulletin Boards, will be allowed by the employer at each of the library locations for the exclusive use of the Union for the purpose of posting Union Announcements and other information of a non-controversial nature. The Employer shall have the right to determine the location and size of the said bulletin board, but the entire cost shall be borne by the Union.

TERMINAL LEAVE

19.1 Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of two (2) working days for each calendar year of service. Added to such leave shall be any accrued vacation time, which is owed to the employee.

INSURANCE

20.1 All Employees are entitled to fully paid Blue-Cross, Blue-Shield with Rider "J" and Major Medical, to cover themselves and/or spouses and dependent children under nineteen (19) years of age.

20.2 Life Insurance. The Employer will provide for Life Insurance in the amount of \$2,500 and Accidental Death and Dismemberment Insurance in the amount of \$2,500 for each employee, except that after the employee's attainment of age sixty-five (65) his amount for insurance shall be \$1,000.

CALL IN TIME

21.1 Any employee who is required and returns to work during periods other than his regular scheduled shift shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay at time and one-half regardless of the number of hours actually worked. Flag raising and lowering on holidays shall be considered a single four (4) hour shift despite the interruption.

SALARIES AND LONGEVITY

22.1 All Employees shall be granted an across the board increase of \$500.00 in addition to an adjustment on pay so that each employee will be on an appropriate incremental level of the salary guide.

22.2 The Employer agrees that payday for library personnel be every other Thursday.

22.3 The Employer agrees to the following longevity pay:

5 to 10 years	\$200.00
10 to 15 years	\$400.00
15 to 20 years	\$600.00
Over 20 years	\$800.00

22.4 The above longevity payments shall be paid over and above the employees base pay.

22.5 All watchman shall be promoted from Grade 2 to Grade 3.

SPECIAL CONSIDERATIONS

23.1 The Employer agrees to provide \$.12 a mile to any employee who is directed to use his personal car for official business.

23.2 Except for Watchmen the Employer agrees to arrange that no individual employee of the Library be ordered to remain at work alone in any building after 5:00 p.m.

23.3 The Employer agrees to compensate an employee for any tuition expense incurred as a result of being directed to take special training courses in relation to his position. Additionally, if an employee is directed to take any special courses, it is understood that the employer will rearrange the work schedule of the employee to his convenience.

GENERAL PROVISIONS

24.1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of this Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

24.2 Pursuant to State Laws each and every change in terms and conditions of employment shall be negotiated with this Union prior to the effective date of change.

24.3 The representatives of the employer and of the Union may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

VACANCIES IN EXISTING POSITIONS AND/OR ESTABLISHING NEW POSITIONS

25.1 All the vacancies in existing positions or the establishment of new positions shall be posted immediately upon the bulletin board at each department.

25.2 The Union will be notified of new positions requiring classifications and/or salaries.

OTHER BENEFITS

26.1 The Employer agrees that if an employee incurs an injury resulting from performance of his duties he shall not receive a pay loss while being out of work nor shall he be charged with any sick leave time or vacation time as the result of the injury; and the employee shall receive full pay while he is out of work as the result of such injury.

DURATION OF AGREEMENT

27.1 This Agreement shall become binding and effective on January 1, 1973 and shall terminate on December 31, 1973.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this _____ day of _____, 1972.

THE TRUSTEES OF THE FREE PUBLIC LIBRARY OF
THE CITY OF JERSEY CITY

By: William J. Timney
William J. Timney, President of the
Board of Trustees

By: William J. Roehrenbeck
William J. Roehrenbeck, Library
Director -till December 31, 1972

By: Ben E. Grimm
Ben E. Grimm, Library Director -
January 1, 1973 -

ATTEST:

Marjorie M. Donnelly
Marjorie M. Donnelly, Secretary

LOCAL 1959, COUNCIL # 61, AMERICAN
FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: Robert C. Murphy
Robert C. Murphy, Executive Director

By: Thelma Williams
Thelma Williams, President

ATTEST:

Rita Furniss
Rita Furniss, Secretary